

CONTRACT

WCAU
10 Monument Road
Bala Cynwyd, PA 19004
(610) 668-5510

www.nbcphiladelphia.com

And:

CAMPAIGN GROUP
1600 LOCUST STREET
PHILADELPHIA, PA 19103

<u>Contract / Revision</u> 344409 /		<u>Alt Order #</u>
<u>Product</u> Governor		
<u>Contract Dates</u> 10/30/12 - 11/06/12	<u>Estimate #</u>	
<u>Advertiser</u> MARKELL FOR DELAWARE		<u>Original Date / Revision</u> 10/26/12 / 11/05/12
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WCAU	<u>Account Executive</u> Aaron Zeligson	<u>Sales Office</u> Philadelphia NS
<u>Special Handling</u>		
<u>Demographic</u> RA35+		
<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
<u>Agency Ref</u> 00669		<u>Advertiser Ref</u> 05805

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WCAU	10/30/12	11/02/12	7A-9A TODAY SHOW	7A-9A M-F	- TWTF - -	:30	3	\$1,500.00	NM	3	\$4,500.00
N 2	WCAU	10/30/12	11/02/12	TONIGHT SHOW W/JAY LEI	1135P-107A	- TWTF - -	:30	1	\$750.00	NM	3	\$750.00
<u>Spot</u> <u>Ch</u> <u>Date Range</u> <u>Description</u> <u>Start/End Time</u> <u>Weekdays</u> <u>Length</u> <u>Rate</u> <u>Type</u>												
1 WCAU 10/30/12-11/02/12 TONIGHT SHOW W/JAY LEI 1135P-107A - TuWThF - - - :30 \$750.00 NM See MG 2.2,2.3,2.4 NA-NOT AVAILABLE												
2 WCAU 11/05/12-11/05/12 5A-6A M-F NBC10 NEWS 5A 5A-6A M-F M - - - - - :30 \$200.00 NM Ⓜ MG for 2.1 11/02												
3 WCAU 11/03/12-11/03/12 9A-10A SATURDAY 9A-10A SA - - - - - Sa - - :30 \$450.00 NM Ⓜ MG for 2.1 11/02												
4 WCAU 11/04/12-11/04/12 1130A-12P SUN @ ISSUE 1130A-12P - - - - - Su :30 \$100.00 NM Ⓜ MG for 2.1 11/02												
N 3	WCAU	11/04/12	11/04/12	FOOTBALL NIGHT AMERIC	7P-815P	- - - - - S	:30	1	\$2,000.00	NM	1	\$2,000.00
N 4	WCAU	10/30/12	11/02/12	5-6P NBC10 NEWS @ 5	M-F 5-6P M-F	- TWTF - -	:30	1	\$950.00	NM	1	\$950.00
N 5	WCAU	10/30/12	11/02/12	730P-8P M-F	730P-8P M-F	- TWTF - -	:30	1	\$1,300.00	NM	1	\$1,300.00
N 6	WCAU	11/05/12	11/05/12	7A-9A TODAY SHOW	7A-9A M-F		:30			NM	1	\$1,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 11/05/12 11/11/12 M - - - - - 1 \$1,500.00												
N 7	WCAU	11/05/12	11/05/12	7P-730P M-F	7P-730P M-F		:30			NM	5	\$1,150.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 11/05/12 11/11/12 M - - - - - 1 \$1,150.00												

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	1	WCAU	11/05/12-11/11/12	7P-730P M-F	7P-730P M-F	M-----	:30		\$1,150.00	NM		
		See MG 7.2 NA-NOT AVAILABLE										
	2	WCAU	11/03/12-11/03/12	7-8P NBC10 NEWS AT 7P	7P-8P	-----Sa--	:30		\$1,150.00	NM		
		See MG 7.3, 7.4, 7.5 DNA-SPORTS OVERRUN										
	3	WCAU	11/05/12-11/05/12	TONIGHT SHOW W/JAY LEI	1135P-1237A	M-----	:30		\$750.00	NM		
		See MG 7.6, 7.7, 7.8 NA-NOT AVAILABLE										
	4	WCAU	11/05/12-11/05/12	VARIOUS/ OVERNIGHT	2a-5a M-SU	M-----	:30		\$25.00	NM		
		MG for 7.2 11/03										
	5	WCAU	11/05/12-11/05/12	JIMMY FALLON SHOW	1237A-136A	M-----	:30		\$375.00	NM		
		MG for 7.2 11/03										
	6	WCAU	11/05/12-11/05/12	430-5A NBC10 NEWS @ 430	430A-5A	M-----	:30		\$75.00	NM		
		MG for 7.3 11/05										
	7	WCAU	11/06/12-11/06/12	10A-11A TODAY SHOW 3	10A-11A M-F	-Tu-----	:30		\$425.00	NM		
		MG for 7.3 11/05										
	8	WCAU	11/06/12-11/06/12	11A-12P NBC10 NEWS@11	11A-12P	-Tu-----	:30		\$250.00	NM		
		MG for 7.3 11/05										
N 8	WCAU	11/05/12	11/05/12	8-10P MO THE VOICE	8P-10P		:30			NM	1	\$8,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	11/05/12	11/11/12	M-----				1	\$8,000.00			
Totals											16	\$20,150.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 - 11/06/12	16	\$20,150.00	\$17,127.50
Totals	16	\$20,150.00	\$17,127.50

Signature: _____ Date: _____

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